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attorneys at law

HAB

April 1, 2005

BOX TTAB NO FEE
Commissioner for Trademarks
P.O. Box 1451
Alexandria, VA 22313-1451

VIA FIRST CLASS MAIL

RE: 3M ESPE AG Opposition
No. 91157364
Our File No: 08563-0127

Dear Commissioner:

Enclosed for filing please find a fully executed Agreed Protective Order.

Thank you for your attention to this filing request.

Sincerely,

Janie Higgins

/jh

Enclosure



04-04-2005

U.S. Patent & TMO/c/TM Mail Rcpt Dt. #32

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

DENTSPLY INTERNATIONAL INC.,)	
Opposer)	
)	
v.)	Opposition No. 91157364
)	
3M ESPE AG,)	
Applicant)	

AGREED PROTECTIVE ORDER

WHEREAS, the parties consider certain information to be confidential and proprietary in the sense of Rule 26(c)(7), Fed. R. Civ. P., and, therefore, mutually desire that a protective order limiting use, access to, and disclosure of such information be entered, it is hereby agreed and stipulated among the parties and ORDERED pursuant to Rule 26(c) of the Federal Rules of Civil Procedure as follows:

1. Any motion, supporting memorandum, document, interrogatory answer, admission, deposition testimony, or information in other form disclosed in this case or any portion thereof ("Information"), may be designated as confidential by any party or witness ("Party") if such party reasonably believes in good faith that such material is properly entitled to protection under Rule 26(c)(7) of the Federal Rules of Civil Procedure. Nothing in this Order shall be deemed in any way to restrict the use of Protected Material that is lawfully obtained or publicly available to a party independently of discovery in this action, whether or not that Discovery Material has also been obtained during the course of discovery in the action.

2. Information subject to protection under this Order ("Protected Material") shall be identified as "Confidential". The word "Confidential" or shall be placed clearly on each page or portion of the Protected Material at the time the Protected Material is produced. If a party

through inadvertence produces or provides discovery of any Protected Material without first labeling, markings or designating it as "Confidential," then the producing party may, within ten (10) days after the discovery of the inadvertent production, give written notice to the receiving party or parties that the Protected Material is "Confidential" and should be treated in accordance with the provisions of this Protective Order. The receiving party or parties must treat such Protected Material accordingly from the date such notice is received. Disclosure of such Protected Material prior to receipt of such notice to persons not authorized to receive it shall not be deemed a violation of this Protective Order; however, those persons to whom disclosure was made are to be advised that the material disclosed was "Confidential" must be treated in accordance with this Protective Order, and must execute the attached Certificate Regarding Confidentiality.

3. In the event the producing party elects to produce files and records for inspection and the inspecting party desires to inspect files, no marking need be made by the producing party in advance of the initial inspection. Thereafter, upon selection of specified documents for copying by the inspecting party, the producing party shall mark the copies of such documents as may contain protected subject matter with the appropriate confidentiality marking at the time the copies are produced to the inspecting party.

4. Protected Material classified as "Confidential" may be disclosed only to the following persons, except upon the prior written consent of the designating party or further order of the Trademark Trial and Appeal Board ("the Board"):

a. Attorneys of record, in-house attorneys, and regular employees of such attorneys assigned to and necessary to assist in the conduct of this action;

b. Bona fide consultants, experts and deposition court reporters, to the extent necessary for the conduct of this action. In the event of an outside independent individual or business who is known to be an employee or agent of or consultant to any third party that competes in the dental business (dental related products) with the party whose Confidential information is sought to be disclosed to such individual or business, such individual or business shall be identified to the other party prior to making any such disclosure in sufficient time (not less than two (2) weeks) for such party to object and to seek further protection should it deem that necessary. If such party objects, no disclosure shall be made to such individual or business until the matter is resolved; and,

c. The Board.

5. Prior to disclosure of Protected Material to any person enumerated in Paragraph 4(b) or (c), the person receiving such Protected Material shall execute the attached Certificate Regarding Confidentiality.

6. Any Protected Material filed with the Board shall be filed under seal and shall remain under seal until further order of the Board. Where possible, only those portions of the filing with the Board constituting Protected Material shall be filed under seal. The party filing any Protected Material shall be responsible for informing the Board that the filing should be sealed by placing the legend "TO BE FILED UNDER SEAL PURSUANT TO ORDER" (or words to that effect) on the court paper or envelope containing the Protected Material.

7. All notes, extracts and summaries of Protected Material shall also be considered Protected Material and be subject to the terms of this Order.

8. A party shall not be obligated to challenge the propriety of a Confidential classification at the time made, and a failure to do so shall not preclude a subsequent challenge thereto. Any party may request in writing to the party who produced Protected Material that the classification be modified or withdrawn. If the designating party does not agree to reclassification within ten (10) days of receipt of the written request, the requesting party may apply to the Board for relief. Agreement of the parties to this Order shall not be construed as an agreement or admission by one party that any information classified as Confidential by the other party is in fact confidential information. In determining whether any such designation is proper, the Board shall be governed by the standards set forth in Fed. R. Civ. P. 26(c) and the case law thereunder. The burden of coming forward with evidence shall be on the party seeking to maintain confidentiality.

9. Protected Material shall, with the Board's consent, receive *in camera* treatment at any trial, hearing or other proceeding, except upon written agreement by the parties or further Order of the Board.

10. Protected Material disclosed at any deposition occurring in this litigation may be designated as Confidential by any party by indicating on the record at the deposition or by written notice to the opposing party and the court reporter within ten (10) days of receipt of a transcript thereof. The court reporter shall designate those portions of the deposition transcripts which are considered to be Protected Material as Confidential. Deposition testimony shall be considered Confidential until the 10-day designation period expires.

11. This Order shall not bar any attorney identified in paragraph 4(a) above in the course of rendering advice to his or her client from referring to or relying in a general way upon his or her examination of Protected Material produced or exchanged herein; provided,

however, that in rendering such advice and otherwise communicating with his or her client, the attorney shall not disclose the specific contents or substance of any Protected Material produced by another party herein if that disclosure would be contrary to the terms of this Order.

12. All information, including Protected Materials, may be used only for the purposes of the present proceeding. With the exception of exhibits marked in depositions or at trial, deposition and trial transcripts, and pleadings, at the conclusion of this litigation, by final judgment, settlement or otherwise, each party shall promptly return to the other party all Information, including any Protected Materials which was produced or disclosed by such other party during this litigation. Alternatively, a party may destroy these materials and certify in writing that it has done so. Except as provided above, neither party shall retain a copy in any form of Information or Protected Materials after the termination of this litigation. The treatment accorded Protected Material under this Order shall survive the termination of this action.

13. Execution and entry of this Order shall not prevent a party to the litigation from seeking modification of or relief from this Order or from seeking other relief or protective orders as may become appropriate or necessary to efficiently prepare this matter for trial.

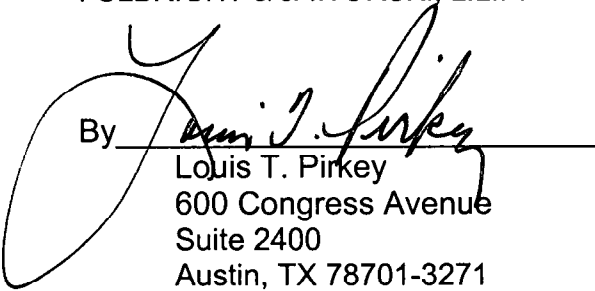
ENTERED, this _____ day of _____, 2005.

TRADEMARK TRIAL AND APPEAL BOARD

By _____

FULBRIGHT & JAWORSKI, L.L.P.

By

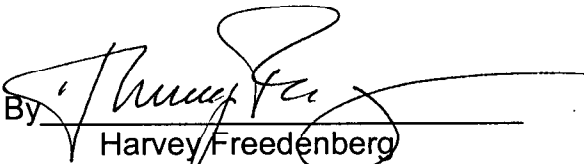

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Dated:

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Dated:

3/31/05

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

DENTSPLY INTERNATIONAL INC.,)	
Opposer)	
)	
v.)	Opposition No. 91157364
)	
3M ESPE AG,)	
Applicant)	

CERTIFICATE REGARDING CONFIDENTIALITY

I have read and understand the terms of the Stipulated Protective Order in the above-captioned case and agree to be bound by the terms thereof.

Signature: _____

Name: _____

Address: _____

Telephone: _____

Date: _____